

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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RECEIVING PARTY DATA																																														
Name:	Harris N.A.																																													
Street Address:	111 West Monroe Street																																													
City:	Chicago																																													
State/Country:	ILLINOIS																																													
Postal Code:	60603																																													
Entity Type:	National Banking Association: UNITED STATES																																													
PROPERTY NUMBERS Total: 14																																														
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TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1616804

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

05/27/2008

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 23rd day of May, 2008, H₂O Plus, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 845 West Madison Street, Chicago, Illinois 60607, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H₂O PLUS, LLC

By *Scott Oats*
Name SCOTT OATS
Title CFO

HARRIS N.A.

By _____
Name _____
Title _____

Trademark Collateral Agreement

TRADEMARK
REEL: 003783 FRAME: 0004

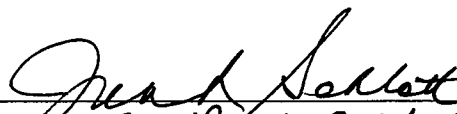
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H₂O PLUS, LLC

By _____
Name _____
Title _____

HARRIS N.A.

By  _____
Name Jennifer K. Schlett
Title Senior Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
~H2O+ (subscript 2) Stylized	2178830	August 4, 1998
~H2O+ (subscript 2) Stylized	2285726	October 12, 1999
~H2O+ (subscript 2) Stylized	2037872	February 11, 1997
AQUAFIRM	2780764	November 4, 2003
BATHWATERS	2097667	September 16, 1997
BLACK ICE	2402304	November 7, 2000
MINT ICE	2369660	July 25, 2000
THE SOURCE OF LIFE FOR YOUR SKIN	2922771	February 1, 2005
WATER IS YOU	2979030	July 26, 2005
WATERWHITE	2805800	January 13, 2004
WAVY BOTTLE DESIGN	1743830	December 29, 1992
AN OASIS OF WATER-BASED SKINCARE	3011660	November 1, 2005
AQUALIBRIUM	3121664	July 25, 2006
OASIS	3218494	March 13, 2007

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE